

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

<p>MACIEJ GORSKI, individually and on behalf of all other persons similarly situated who were employed by NJ NEC, Inc. and/or any other entities affiliated with or controlled by NJ NEC, INC.,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">- against –</p> <p>NJ NEC, INC., DARIUSZ CZYZEWSKI, JOHN DOES 1-5 and JANE DOES 1-5,</p> <p style="text-align: center;">Defendants.</p>	<p>Civil Action No. 2:17-cv-01092-ES-MAH</p>
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**JOINT MOTION FOR APPROVAL OF PARTIES' SETTLEMENT  
AND FOR DISMISSAL OF ACTION WITH PREJUDICE**

Plaintiff Maciej Gorski ("Plaintiff") and Defendants, NJ NEC, INC., and Dariusz (collectively "Defendants") (sometimes referred to together as the "Parties"), through their respective counsel, file this Joint Motion for Approval of Parties' Settlement And For Dismissal Of Action With Prejudice. Plaintiff and Defendants respectfully state as follows:

1. In the Complaint, Plaintiff alleges that the Defendants, among other things, violated the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, and comparable state laws, by failing to pay wages and overtime premiums. Defendants deny the allegations in Plaintiff's Complaint. Defendants dispute Plaintiff's contention that he is owed the wages and overtime premiums alleged. Plaintiff and Defendants have reached a mutually satisfactory settlement of all claims against all Defendants which they have memorialized in a Confidential Settlement Agreement and General Release ("Settlement Agreement").

2. When an employee brings a private action against his employer (or former employer) under the FLSA, a wholly private settlement between the parties is not enforceable.

Accordingly, in such a situation the Court may enter a stipulated judgment dismissing the case after ensuring that the settlement is a fair and reasonable resolution of a *bona fide* dispute under the FLSA. *See Brumley v. Camin Cargo Control, Inc.*, 2012 WL 1019337 at \*2 (D.N.J. Mar. 26, 2012).

3. As a material part of their settlement, the Parties have agreed that it is in their mutual interest for their Confidential Settlement Agreement to remain confidential, and that it should not become part of the public record. Accordingly, the Parties have not attached a copy of the Confidential Settlement Agreement to this Motion. However, the Parties, through their counsel, will submit a copy of the confidential Settlement Agreement for review by the Court *in camera* under seal should the Court request to examine the Settlement Agreement signed by all Parties.

4. The Parties agree and stipulate that the Settlement Agreement is a fair and reasonable resolution of a *bona fide* dispute both as to liability and the amount of any compensation allegedly owed under the FLSA, including Plaintiff's attorneys' fees and costs. Accordingly, the Parties ask the Court to enter an order approving the settlement.

5. The Parties agree and submit to this Honorable Court that the resolution of the disputes reached is fair, reasonable and appropriate given all of the facts in dispute, legal disputes, and other circumstances and that it will not frustrate the implementation of the FLSA in the workplace. Specifically, the Parties agree and stipulate that this case was settled as a result of an analysis of the hours that the Plaintiff worked and the wages that Plaintiff was paid, and contested facts of allegations between the Parties, so as to fully compensate Plaintiff.

6. The Agreement provides for the Court to retain jurisdiction until all payments will be rendered.

7. The Parties have attached a proposed Order for the Court's consideration.

WHEREFORE, the Parties respectfully request that this Court approve settlement of this action as a means of reasonably resolving the disputes among the Parties and Order that this Court retain jurisdiction until all payments will be rendered and cleared in accordance with the agreed upon payment plan set out in the Settlement Agreement and at that point, that this Action be dismissed, with the Parties to bear their respective costs and attorneys' fees.

s/ Darius A. Marzec

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Dated: February 7, 2018

s/ Gregg H. Salka

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Attorneys for Defendants

Dated: February 7, 2018

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on February 7, 2018, I electronically filed the foregoing Joint Motion for Approval of Parties' Settlement And For Dismissal Of Action With Prejudice, with the clerk of the Court by using the CM/ECF System, which will send a Notice of Electronic Filing to all counsel or parties of record on the attached service list.

Dated: February 7, 2018

By: s/ Gregg H. Salka  
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**SERVICE LIST**  
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